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8 Iconix Brand Group, Inc., Kmart Corp., and  
9 Ikeddi Enterprises, Inc.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**STANDARD FABRICS  
INTERNATIONAL, INC., a California  
Corporation.**

**Plaintiff**

vs.

18 PROJECT 28 CLOTHING, LLC, a New  
19 York Limited Liability Company; ICONIX  
20 BRAND GROUP, INC., a Delaware  
21 Corporation, individually and doing  
business as “JOE BOXER”; K MART  
22 CORPORATION, a Michigan Corporation;  
IKEDDI ENTERPRISES, INC., a New  
23 York Corporation; IN VOGUE STUDIOS  
LTD., a New York Corporation; and DOES  
1-10.

#### Defendants.

| Case No. 16-CV-09440-AB-RAO

## **STIPULATED PROTECTIVE ORDER<sup>1</sup>**

Complaint Filed: December 21, 2016  
Trial Date: April 17, 2018

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1      1.    **A. PURPOSES AND LIMITATIONS**

2      Discovery in this action is likely to involve production of confidential,  
3      proprietary or private information for which special protection from public disclosure  
4      and from use for any purpose other than prosecuting this litigation may be warranted.  
5      Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6      Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7      blanket protections on all disclosures or responses to discovery and that the protection it  
8      affords from public disclosure and use extends only to the limited information or items  
9      that are entitled to confidential treatment under the applicable legal principles.

10     **B. GOOD CAUSE STATEMENT**

11     This action is likely to involve trade secrets, customer and pricing lists and other  
12    valuable research, development, commercial, financial, technical and/or proprietary  
13    information for which special protection from public disclosure and from use for any  
14    purpose other than prosecution of this action is warranted. Such confidential and  
15    proprietary materials and information consist of, among other things, confidential  
16    business or financial information, information regarding confidential business practices,  
17    or other confidential research, development, or commercial information (including  
18    information implicating privacy rights of third parties), information otherwise generally  
19    unavailable to the public, or which may be privileged or otherwise protected from  
20    disclosure under state or federal statutes, court rules, case decisions, or common law.  
21    Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
22    disputes over confidentiality of discovery materials, to adequately protect information  
23    the parties are entitled to keep confidential, to ensure that the parties are permitted  
24    reasonable necessary uses of such material in preparation for and in the conduct of trial,  
25    to address their handling at the end of the litigation, and serve the ends of justice, a  
26    protective order for such information is justified in this matter. It is the intent of the  
27    parties that information will not be designated as confidential for tactical reasons and  
28    that nothing be so designated without a good faith belief that it has been maintained in a

1 confidential, non-public manner, and there is good cause why it should not be part of  
2 the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

4 The parties further acknowledge, as set forth in Section 12.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information under  
6 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
7 standards that will be applied when a party seeks permission from the court to file  
8 material under seal.

9 There is a strong presumption that the public has a right of access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive motions,  
11 good cause must be shown to support a filing under seal. See Kamakana v. City and  
12 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
13 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics, Inc.,  
14 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
15 cause showing), and a specific showing of good cause or compelling reasons with  
16 proper evidentiary support and legal justification, must be made with respect to  
17 Protected Material that a party seeks to file under seal. The parties' mere designation of  
18 Disclosure or Discovery Material as CONFIDENTIAL does not— without the  
19 submission of competent evidence by declaration, establishing that the material sought  
20 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
21 constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then  
23 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
24 sought shall be narrowly tailored to serve the specific interest to be protected. See  
25 Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
26 or type of information, document, or thing sought to be filed or introduced under seal in  
27 connection with a dispositive motion or trial, the party seeking protection must  
28 articulate compelling reasons, supported by specific facts and legal justification, for the

1 requested sealing order. Again, competent evidence supporting the application to file  
2 documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its  
4 entirety will not be filed under seal if the confidential portions can be redacted. If  
5 documents can be redacted, then a redacted version for public viewing, omitting only  
6 the confidential, privileged, or otherwise protectable portions of the document, shall be  
7 filed. Any application that seeks to file documents under seal in their entirety should  
8 include an explanation of why redaction is not feasible.

9 2. DEFINITIONS

10 2.1 Action: this pending federal lawsuit.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
14 is generated, stored or maintained) or tangible things that qualify for protection under  
15 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
16 Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or items  
20 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
22 medium or manner in which it is generated, stored, or maintained (including, among  
23 other things, testimony, transcripts, and tangible things), that are produced or generated  
24 in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
27 expert witness or as a consultant in this Action.

1           2.8 **"HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY"** Information  
2 or Items: extremely sensitive "CONFIDENTIAL" Information or Items, the disclosure  
3 of which to another Party or Non-Party would create a substantial risk of serious harm  
4 that could not be avoided by less restrictive means.

5           2.9 **House Counsel**: attorneys who are employees of a party to this Action. House  
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7           2.10 **Non-Party**: any natural person, partnership, corporation, association or other  
8 legal entity not named as a Party to this action.

9           2.11 **Outside Counsel of Record**: attorneys who are not employees of a party to  
10 this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
12 appeared on behalf of that party, and includes support staff.

13           2.12 **Party**: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.13 **Producing Party**: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.14 **Professional Vendors**: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
21 their employees and subcontractors.

22           2.15 **Protected Material**: any Disclosure or Discovery Material that is designated  
23 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
24 ONLY."

25           2.16 **Receiving Party**: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

1   3.    SCOPE

2           The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material. Any use of Protected Material at trial  
7 shall be governed by the orders of the trial judge. This Order does not govern the use of  
8 Protected Material at trial.

9   4.    DURATION

10          Once a case proceeds to trial, information that was designated as  
11 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
12 an exhibit at trial becomes public and will be presumptively available to all members of  
13 the public, including the press, unless compelling reasons supported by specific factual  
14 findings to proceed otherwise are made to the trial judge in advance of the trial. See  
15 Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
16 documents produced in discovery from “compelling reasons” standard when merits-  
17 related documents are part of court record). Accordingly, the terms of this protective  
18 order do not extend beyond the commencement of the trial.

19   5.    DESIGNATING PROTECTED MATERIAL

20          5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
21 Party or Non-Party that designates information or items for protection under this Order  
22 must take care to limit any such designation to specific material that qualifies under the  
23 appropriate standards. The Designating Party must designate for protection only those  
24 parts of material, documents, items or oral or written communications that qualify so  
25 that other portions of the material, documents, items or communications for which  
26 protection is not warranted are not swept unjustifiably within the ambit of this Order.

27          Mass, indiscriminate or routinized designations are prohibited. Designations that  
28 are shown to be clearly unjustified or that have been made for an improper purpose

1 (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating Party  
3 to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
8 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
9 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
10 must be clearly so designated before the material is disclosed or produced.

11       Designation in conformity with this Order requires:

12           (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
17 protected material. If only a portion of the material on a page qualifies for  
18 protection, the Producing Party also must clearly identify the protected portion(s)  
19 (e.g., by making appropriate markings in the margins).

20       A Party or Non-Party that makes original documents available for  
21 inspection need not designate them for protection until after the inspecting Party  
22 has indicated which documents it would like copied and produced. During the  
23 inspection and before the designation, all of the material made available for  
24 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
25 identified the documents it wants copied and produced, the Producing Party must  
26 determine which documents, or portions thereof, qualify for protection under this  
27 Order. Then, before producing the specified documents, the Producing Party must  
28 affix the “CONFIDENTIAL legend” to each page that contains Protected

1 Material. If only a portion of the material on a page qualifies for protection, the  
2 Producing Party also must clearly identify the protected portion(s) (e.g., by  
3 making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party identifies  
5 the Disclosure or Discovery Material on the record, before the close of the  
6 deposition all protected testimony.

7 (c) for information produced in some form other than documentary and for  
8 any other tangible items, that the Producing Party affix in a prominent place on  
9 the exterior of the container or containers in which the information is stored the  
10 legend “CONFIDENTIAL.” If only a portion or portions of the information  
11 warrants protection, the Producing Party, to the extent practicable, shall identify  
12 the protected portion(s).

13 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure  
14 to designate qualified information or items does not, standing alone, waive the  
15 Designating Party’s right to secure protection under this Order for such material. Upon  
16 timely correction of a designation, the Receiving Party must make reasonable efforts to  
17 assure that the material is treated in accordance with the provisions of this Order.

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation  
20 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

21 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution  
22 process under Local Rule 37.1 et seq.

23 **6.3** The burden of persuasion in any such challenge proceeding shall be on the  
24 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
25 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
26 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
27 the confidentiality designation, all parties shall continue to afford the material in  
28

1 question the level of protection to which it is entitled under the Producing Party's  
2 designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4       **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10      Protected Material must be stored and maintained by a Receiving Party at a  
11 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13       **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
15 may disclose any information or item designated "CONFIDENTIAL" only to:

16           (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
17 as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19           (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21           (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24           (d) the court and its personnel;

25           (e) court reporters and their staff;

26           (f) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who  
28 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or designated “CONFIDENTIAL” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1       9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
2 IN THIS LITIGATION

3             (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as "CONFIDENTIAL." Such information produced  
5 by Non-Parties in connection with this litigation is protected by the remedies and relief  
6 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
7 Non-Party from seeking additional protections.

8             (b) In the event that a Party is required, by a valid discovery request, to produce a  
9 Non-Party's confidential information in its possession, and the Party is subject to an  
10 agreement with the Non-Party not to produce the Non-Party's confidential information,  
11 then the Party shall:

12                 (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15                 (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a  
17 reasonably specific description of the information requested; and

18                 (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20                 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
21 of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party's confidential information responsive to the discovery request. If  
23 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
24 information in its possession or control that is subject to the confidentiality agreement  
25 with the Non-Party before a determination by the court. Absent a court order to the  
26 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
27 court of its Protected Material.

28       10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1       12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
4 Material at issue. If a Party's request to file Protected Material under seal is denied by  
5 the court, then the Receiving Party may file the information in the public record unless  
6 otherwise instructed by the court.

7       13. **FINAL DISPOSITION**

8           After the final disposition of this Action, as defined in paragraph 4, within 60  
9 days of a written request by the Designating Party, each Receiving Party must return all  
10 Protected Material to the Producing Party or destroy such material. As used in this  
11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
14 must submit a written certification to the Producing Party (and, if not the same person  
15 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
16 category, where appropriate) all the Protected Material that was returned or destroyed  
17 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
18 compilations, summaries or any other format reproducing or capturing any of the  
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
22 work product, and consultant and expert work product, even if such materials contain  
23 Protected Material. Any such archival copies that contain or constitute Protected  
24 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

25       14. **VIOLATION**

26           Any violation of this Order may be punished by appropriate measures including,  
27 without limitation, contempt proceedings and/or monetary sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
2  
3

Dated: November 14, 2017

DONIGER/BURROUGHS  
A Professional Corporation

5 By: /s/Trevor Barrett  
6 Trevor Barrett

7 Attorneys for Plaintiff  
8  
9

Dated: November 14, 2017

CALL & JENSEN  
A Professional Corporation

12 By: /s/Samuel G. Brooks  
13 Samuel G. Brooks

14 Attorneys for Defendants Project 28 Clothing,  
15 LLC, Iconix Brand Group, Inc., Kmart Corp.,  
16 and Ikeddi Enterprises, Inc.

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
18

19 DATE: November 14, 2017

20   
21

22 HON. ROZELLA A. OLIVER United States Magistrate Judge  
23

24 CALL &  
25 JENSEN  
26 EST. 1971  
27  
28

## **SIGNATURE CERTIFICATION**

I hereby certify that the content of this document is acceptable to Trevor Barrett, counsel for Plaintiff Standard Fabrics International, Inc., and that I have obtained Mr. Barrett's authorization to affix his electronic signature to this document.

Date: November 13, 2017

/s/ *Samuel G. Brooks*

1 EXHIBIT A ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND I,

2 \_\_\_\_\_ [print or type full name], of \_\_\_\_\_

3 [print or type full address], declare under penalty of perjury that I have read in its  
4 entirety and understand the Stipulated Protective Order that was issued by the United  
5 States District Court for the Central District of California in the case of Standard  
6 Fabrics International, Inc. v. Project 28 Clothing LLC (Case No. 16-cv-09440-AB-  
7 RAO). I agree to comply with and to be bound by all the terms of this Stipulated  
8 Protective Order and I understand and acknowledge that failure to so comply could  
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
10 that I will not disclose in any manner any information or item that is subject to this  
11 Stipulated Protective Order to any person or entity except in strict compliance with the  
12 provisions of this Order. I further agree to submit to the jurisdiction of the United States  
13 District Court for the Central District of California for enforcing the terms of this  
14 Stipulated Protective Order, even if such enforcement proceedings occur after  
15 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
16 type full name] of \_\_\_\_\_ [print or type full  
17 address and telephone number] as my California agent for service of process in  
18 connection with this action or any proceedings related to enforcement of this Stipulated  
19 Protective Order.

20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

22  
23 Printed name: \_\_\_\_\_

24  
25 Signature: \_\_\_\_\_